

Landlord shall proceed to make his valuation, in which case the prevailing fair market sales value of the Demised Premises shall be the amount determined by such first appraiser. Each appraiser shall make an independent determination of the current prevailing sales value of the Demised Premises as if unencumbered by this Lease. If the two appraisers so appointed agree on the prevailing fair market sales value of the Demised Premises, the prevailing fair market sales value of the Demised Premises shall be the amount determined by them. If the two appraisers so appointed do not agree on the prevailing fair market sales value of the Demised Premises, but if the difference between the prevailing fair market sales value determined by each appraiser is not more than five percent (5%) of the lower of the two appraisals, the prevailing fair market sales value of the Demised Premises shall be an amount equal to the quotient obtained by dividing the sum of the prevailing fair market sales value determined by each appraiser, in half. If the two appraisers so appointed do not agree on the prevailing fair market sales value of the Demised Premises, and if the difference between the prevailing fair market sales value determined by each appraiser is more than five percent (5%) of the lower of the two appraisals, the two appraisers shall jointly appoint a third appraiser. If the two appraisers so appointed shall be unable, within thirty (30) days after the appointment of the second appraiser, either to agree on the prevailing fair market sales value of the Demised Premises (or to disagree on such value with a difference of five percent (5%) or less) or to agree on the appointment of a third appraiser, they shall give written notice of such failure to agree to both Landlord and Lessee, and, if Landlord and Lessee fail to agree upon the selection of a third appraiser within fifteen (15) days after the appraisers appointed by the parties give such notice, then within ten (10) days thereafter either Landlord or Lessee upon written notice to the other party may request such appointment by the then President of the Fairfax County Board of Realtors (or any organization successor thereto), or in his absence, refusal, failure or inability to act, may apply for such appointment to the Circuit Court for Fairfax County, Virginia. If a third appraiser is appointed, he shall make his evaluation within thirty (30) days after his appointment and the prevailing fair market sales value of the Demised Premises shall be the amount determined by such third appraiser; provided (i) if the prevailing fair market sales value determined by the third appraiser is higher than the higher of the first two appraisals, the prevailing fair market sales value of the Demised Premises shall be the fair market value determined by the higher of the first two appraisers, and (ii) if the prevailing fair market sales value determined by the third appraiser is lower than the lower of the first two appraisals, the prevailing fair market sales value of the Demised Premises shall be the prevailing fair market sales value determined by the lower of the first two appraisals. Landlord and Lessee shall each be responsible for the fees and expenses of their own selected appraiser, and, in the event a third appraiser is appointed, Landlord and Lessee agree that they share equally the fees and expenses of such third appraiser. In the event that Lessee fails to finalize a purchase of the property after exercising this option, Lessee shall reimburse to Landlord any appraisal fees or expenses incurred by Landlord in connection with the appraisals after receipt of copies of invoices submitted to Landlord for payment.

(b) If at any time during the term (including the Option Terms) of this Lease, Landlord receives from a third party a bona fide offer to purchase the Property which Landlord desires to accept (a "Third Party Offer"), Landlord shall provide written notice thereof to Lessee. Such notice shall include a description of all material terms of such Third Party Offer and shall attach a copy of the Third Party Offer. Lessee shall have the right, for a period of forty-five (45) days after receipt of such notice, to make an offer to purchase the Property on terms equal to, or better than, the Third Party Offer. In the event that Lessee presents such an offer, Landlord shall accept Lessee's offer and the Property shall be sold to Lessee. In the event

that Lessee shall not offer to purchase the Property, Landlord may, within a period of six (6) months from the date of the Third Party Offer, sell the Property pursuant to the Third Party Offer.

(c) If a Third Party Offer is made after the date two years after the Rent Commencement Date and the Property is sold in compliance with clause (b) after Lessee has failed to exercise its right of first refusal, Lessee agrees that the purchase option set forth in clause (a) above shall terminate and shall be automatically null and void.

IN WITNESS WHEREOF, Reston Property Investors Limited Partnership and Reston Ice Forum L.P. have caused these presents to be exercised in their respective names by their respective authorized agents this ____ day of _____, 1993

LANDLORD:

WITNESS:

RESTON PROPERTY INVESTORS
LIMITED PARTNERSHIP

By: Theodore Georgelas

Theodore Georgelas
General Partner

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

} to wit:

I HEREBY CERTIFY THAT on this 30th day of June, 1993, before me, a Notary Public in and for the State and County aforesaid, personally appeared Theodore A. Georgelas who, for and on behalf of RESTON PROPERTY INVESTORS LIMITED PARTNERSHIP and as general partner thereof, did acknowledge the foregoing instrument to be the act and deed of said partnership.

Witness my hand and notarial seal.

Theodore A. Georgelas
Notary Public

My Commission Expires: 10/31/95

[SEAL]

WITNESS:

By: Marc E. Bettus

Marc E. Bettus
General Partner

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

} to wit:

I HEREBY CERTIFY THAT on this 30th day of August, 1993, before me, a Notary Public in and for the State and County aforesaid, personally appeared Marc E. Bettus who, for and on behalf of RESTON PROPERTY INVESTORS LIMITED PARTNERSHIP and as general partner thereof, did acknowledge the foregoing instrument to be the act and deed of said partnership.

Witness my hand and notarial seal.

Marc E. Bettus
Notary Public

My Commission Expires: May 31, 1994

[SEAL]

WITNESS:

7 AD

RESTON ICE FORUM L.P.

By: Reston Ice Forum L.P.
By: Ice Forum, Inc. as G.P.

By: Brian R. Cohn

Name: Brian R. Cohn

Title: Treas. Ice Forum Inc

STATE OF MARYLAND
COMMONWEALTH OF VIRGINIA
COUNTY OF ~~FAIRFAX~~ MONTGOMERY } to wit:

General Partner

I HEREBY CERTIFY THAT on this 22nd day of July, 1998, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally came Brian Cohn, Treasurer of Ice Forum Inc. of RESTON ICE FORUM L.P., a Delaware Limited Partnership, personally well known to me to be the individual who executed the foregoing instrument on said partnership's behalf, as Officer of the said partnership thereof, and being duly sworn and being authorized to do so, acknowledged the foregoing instrument to be the act and deed of said partnership and that the same was executed for the purposes therein contained, and delivered the same as such, by and on behalf of said partnership.

Witness my hand and notarial seal.

Greg S. Friedman
Notary Public

My Commission Expires: _____

[SEAL]

GREG S. FRIEDMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 14, 1993

EXHIBIT A-1

THE PROPERTY

(See Attached)

